

**LICENSE AGREEMENT
BY AND BETWEEN THE CITY OF PARMA AND THE
WEST CREEK CONSERVANCY**

Whereas, the City of Parma holds in fee simple interest in certain lands known as the Gibbs Farm (Stearns Farm) which were appropriated for public park and recreation purposes; and,

Whereas, the Parma Area Historical Society has an existing license agreement with the City of Parma in those same certain lands known as the Gibbs Farm (Stearns Farm); and

Whereas, the Council of the City of Parma, on the _____ day of _____, 2021, adopted Ordinance No. _____, authorizing and directing the Mayor and Director of Public Service of the City of Parma to enter into a License Agreement between the City of Parma and the WEST CREEK CONSERVANCY, for a tree nursery program for the purposes of operating "West Creek Tree Nursery at Stearn's Farm" on said premises; and

Whereas this new license agreement will not interfere with the existing license and use of Stearns Farm by the Parma Area Historical Society;

Now, therefore, in consideration of the premises and the covenants and agreements by each of the parties hereto as hereinafter set forth, the City of Parma, a municipal corporation of the State of Ohio (hereinafter the Licensor), and the WEST CREEK CONSERVANCY (hereinafter Licensee), do hereby mutually agree, as hereinafter provided, that the Licensor by this instrument does license, let, and grant to the Licensee, the following described premises, located at 6975 Ridge Road, Parma, Ohio:

The portion of the real property known as Permanent Parcel Number 450-18-001, and described in the attached "Farm Site Plan".



ARTICLE 1

The term of this License Agreement shall be for a five (5) year period commencing on the _____ day of _____, 2021, and concluding on the _____ day of _____, 2026. This license shall automatically renew for a successive five year period(s) unless and until either party notifies the other party pursuant to Article 10 this agreement below.

ARTICLE 2

The Licensee at its own cost and expense shall install all equipment necessary for its own purposes.

Licensee shall submit to the Licensor for approval, before work begins, detail plans and specifications of all work to be done on premises.

All improvements to be done by Licensee become an integral part of the property, and title to such improvements is vested in the Licensor.

Equipment and displays are the personal property of the Licensee and may be removed upon the termination of the agreement.

ARTICLE 3

The Licensee shall pay to the Licensor for each year of the term, the sum of \$1.00 (one dollar).

ARTICLE 4

Subject to the right of the Licensor through its authorized officers, agents and

employees to enter and inspect said premises in order to ascertain that the use and occupancy of the premises are in compliance with the terms of this license, Licensee shall be entitled to the exclusive use of the premises, but, for the following purposes only:

Licensee's tree nursery program shall use and occupy the Property to plant, grow, propagate and distribute trees in cooperation and coordination with the City. Such activities shall include, but not be limited to, growing trees and other related farming activities. The Property shall be used for no other purpose without the express written permission of Licensor.

ARTICLE 5

The Licensee shall keep in good working order and repair all installations made in the demised premises.

ARTICLE 6

The Licensee shall at all times faithfully obey and comply with all lawful present and future laws and ordinances of federal, state, or local governmental bodies not inconsistent with the provision of this agreement. Licensee shall, furthermore, operate the premises in compliance with the terms of the Licensor's appropriation action, by which the property was obtained, and in compliance with all applicable federal and state regulations pertinent to said appropriation action and the funding therefor.

ARTICLE 7

The Licensee shall take out and maintain during the life of this license such public liability and property damage insurance, wherein, the City of Parma, its officers and employees are named as additional insureds, and shall protect itself and the City and its officers and employees from any claims from damage for personal injury, including

accidental death, as well as from claims for property damages which may arise from operations under this license. An exact copy of such policy or policies shall be deposited with the City of Parma. Licensee agrees to carry comprehensive general public liability insurance against claims for bodily injury and/or property damage to the extent of not less than one million dollars (\$1,000,000.00) per occurrence nor less than two million dollars (\$2,000,000.00) for bodily injuries and/or property damage in the aggregate.

Fire and extended coverage insurance

The Licensee shall take out and maintain during the life of this license such fire and extended coverage insurance, as may be necessary to protect the contents, and the Licensee's personalty within said premises in such amounts as may be approved by the Director of Law.

ARTICLE 8

Alterations, Additions, and Improvements

Licensee, at Licensee's expense, shall make the following alterations, additions and improvements to the Property:

- Maintain an aesthetic deer barrier around the perimeter of the Property if necessary.
- Install signage consistent with the municipal sign ordinance near entrance on Ridge Road indicating the name of the farm, listing partner agencies and describing the purpose of the farm.

All alterations, additions and improvements made to the Property shall be made by qualified and bonded/insured contractors in a workmanlike manner and in accordance with all applicable State and City building codes and regulations and County Board of Health

codes.

All alterations, additions and improvements shall be considered fixtures and may not be removed by the Lessee and shall become the property of the Licensor upon acceptance of the Licensor. Should Licensor determine not to accept the improvements, the Licensee shall remove the improvements within a reasonable amount of time at Licensee's cost and restore the Property to its original condition.

Except as expressly set forth in this Section, no alterations, additions or improvements shall be made by the Licenses without first obtaining the written consent of Licensor.

Licensee shall be responsible for obtaining all work permits and inspections associated with any alterations, additions and improvements as required by applicable federal, state and city zoning regulations and building codes.

ARTICLE 9

Assignment and Subletting

Licensee shall not assign or sublet any portion of the Property or allow the Property to be used by any person other than Licensee, without first obtaining written consent of Licensor through its designated agent, the Parma Service Director.

Utilities

Licensee shall arrange for any pay for, at its sole expense, all utilities, and services to the Property, including but not limited to water, sewer, electricity and phone service. Licensee shall and at its sole expense further maintain and repair, or cause to repair, all utility service equipment which serves the Property. All utilities shall be listed in the name

of the Licensee.

Entry and Inspection

Licensee shall permit Licensors to enter upon the Property at reasonable times for the purpose of inspecting the same.

Access to the Property

Licensee shall have access to the Property at all times.

Liability of the Parties

The Licensee shall be solely liable for any damage to the Property due to the breakage or failure of the water, sewer or electric systems caused by the negligent or tortuous acts or omissions of the Lessee or its employees, agents, guests, invitees or volunteers. Any damage caused by such shall be repaired at the sole expense of the Lessee.

The Licensors shall not be liable for any loss or damage of any nature and to any person or property caused by the negligent or tortuous acts or omissions of the Lessee, or its employees, agents, guests, invitees or volunteers arising out of the use and occupancy of the Property.

Licensee must comply with all applicable federal, state and local laws, statutes, ordinances, rules, and regulations relating to the use, storage and disposal of hazardous substances. Licensee shall accept sole liability for any noncompliance with environmental laws.

Prior to Licensee vacating property, the fields shall be stabilized, reseeded or revegetated in accordance with the current version of the Ohio Rainwater and Land Development Manual and the City's erosion and sediment control ordinances.

Waiver

A waiver of one or more terms or requirements of this License Agreement by the Licenser shall not be deemed as a waiver of any further breach of the License Agreement by the Licensee.

ARTICLE 10

This agreement can be effectively terminated by either party giving the other party written notice of its intention to terminate the agreement. The termination shall become effective thirty days after the date the party receives said written notice. The Mayor and/or Service Director of the City have the authority to terminate the license on behalf of the City. Executive Director Derek Schafer of West Creek Conservancy or a duly appointed successor has the authority to terminate the license on behalf of the Licensee.

This License Agreement is executed on the _____ day of _____, _____.

CITY OF PARMA, OHIO

WEST CREEK CONSERVANCY

Mayor Timothy DeGeeter

Derek Schafer, Executive Director

Service Director Brian Higgins